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ANTHONY CALIFORNIA, INC.*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
EASTERN DIVISION**

## ANTHONY CALIFORNIA, INC.,

*Plaintiff,*

VS.

FIRE POWER CO., LTD.; NEW  
BRIGHT JET LIGHTING  
(SHENZHEN) CO., LTD.; INTEREST  
PLUS INVESTMENTS LIMITED;  
CHIEN TSAI TSAI; CHIEN HO TSAI;  
JAMES MORAN; M & M SALES,  
INC.; and DIRECT LIGHTING,  
L.L.C.; and DOES 1 through 10,  
inclusive.

### *Defendants.*

## AND RELATED COUNTER-CLAIMS

Case No. 5:15-CV-00876-JGB-SP

## JUDGMENT ON SPECIAL VERDICT

(Fed. R. Civ. P. 49(a), 58)

Honorable Jesus G. Bernal

## NOTE: CHANGES HAVE BEEN MADE TO THIS DOCUMENT

This cause came on for trial before the jury on May 8, 2018. Both parties appeared by counsel, and the Court submitted questions to the jury and the jury answered those questions as follows on May 16, 2018:

1

**COPYRIGHT INFRINGEMENT**

2

3       1.     Do you find that Plaintiff Anthony California Inc. is the owner of a  
4     valid copyright in the Lamp Designs?

5

	<b>Yes</b>	<b>No</b>
A.     VA 1-938-070 (Exhibit 22)	_____	<u>X</u> _____
B.     VA 1-938-072 (Exhibit 23)	<u>X</u> _____	_____
C.     VA 1-938-067 (Exhibit 24)	_____	<u>X</u> _____
D.     VA 1-938-116 (Exhibit 25)	<u>X</u> _____	_____
E.     VA 1-938-122 (Exhibit 26)	<u>X</u> _____	_____
F.     VA 1-938-118 (Exhibit 27)	<u>X</u> _____	_____

18       If your answer to any part of question 1 is “yes”, then answer question 2-5. If you  
19     answered each part of question 1 as “no,” proceed directly to page 9.

20

21       2.     Do you find that Fire Power Co., Ltd., New Bright Jet Lighting  
22     (Shenzhen) Co., Ltd., and/or Interest Plus Investments Limited copied and sold the  
23     Lamp Designs in an unauthorized manner?

24

		<b>Yes</b>	<b>No</b>	
1				
2	A. VA 1-938-070 (Exhibit 22)		<u>X</u>	
3				
4	If yes, was it	Willful	Non-willful	Innocent
5				
6				
7		<b>Yes</b>	<b>No</b>	
8				
9	B. VA 1-938-072 (Exhibit 23)	<u>X</u>		
10				
11	If yes, was it	Willful	Non-willful	Innocent
12		<u>X</u>		
13				
14		<b>Yes</b>	<b>No</b>	
15				
16	C. VA 1-938-067 (Exhibit 24)		<u>X</u>	
17				
18	If yes, was it	Willful	Non-willful	Innocent
19				
20				
21		<b>Yes</b>	<b>No</b>	
22				
23	D. VA 1-938-116 (Exhibit 25)		<u>X</u>	
24				
25				
26				
27				
28				

1	If <b>yes</b> , was it	Willful	Non-willful	Innocent
2		_____	_____	_____
3				
4		<b>Yes</b>	<b>No</b>	
5	E. VA 1-938-122	_____	<u>X</u>	_____
6	(Exhibit 26)			
7	If <b>yes</b> , was it	Willful	Non-willful	Innocent
8		_____	_____	_____
9		<u>X</u>	_____	_____
10				
11		<b>Yes</b>	<b>No</b>	
12	F. VA 1-938-118	_____	_____	<u>X</u>
13	(Exhibit 27)			
14	If <b>yes</b> , was it	Willful	Non-willful	Innocent
15		_____	_____	_____
16				

17 Proceed to question 3.

18       3. If you answered “Willful,” Non-willful,” or “Innocent” to any Lamp  
 19 Design in question 2, what is the amount of statutory damages that Plaintiff Anthony  
 20 California, Inc. is entitled to recover from Fire Power Co., Ltd., New Bright Jet  
 21 Lighting (Shenzhen) Co., Ltd., and/or Interest Plus Investments Limited? Note: The  
 22 statutory range for damages are as follows:

- 23       -Willful infringement: \$750 - \$150,000 **per** Lamp Design
- 24       -Non-willful infringement: \$750-\$30,000 **per** Lamp Design
- 25       -Innocent infringement: \$200-\$30,000 **per** Lamp Design.

		<b>Fire Power</b>	<b>New Bright</b>	<b>Interest Plus</b>
		Amount:	Amount:	Amount:
1				
2				
3	A.	VA 1-938-070 (Exhibit 22)	\$ <u>0</u>	\$ <u>0</u>
4				\$ <u>0</u>
5	B.	VA 1-938-072 (Exhibit 23)	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>
6				\$ <u>7,576.18</u>
7	C.	VA 1-938-067 (Exhibit 24)	\$ <u>0</u>	\$ <u>0</u>
8				\$ <u>0</u>
9	D.	VA 1-938-116 (Exhibit 25)	\$ <u>0</u>	\$ <u>0</u>
10				\$ <u>0</u>
11	E.	VA 1-938-122 (Exhibit 26)	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>
12				\$ <u>7,576.18</u>
13	F.	VA 1-938-118 (Exhibit 27)	\$ <u>0</u>	\$ <u>0</u>
14				\$ <u>0</u>
15				
16			Total \$ <u>45,457.08</u>	
17				

18 Proceed to question 4.

20        4.     Do you find that Chien Tsai Tsai and/or Chien Ho Tsai copied and sold  
21     the Lamp Designs in an unauthorized manner?

Yes

No

If yes, was it

## Willful

## Non-willful

## Innocent

		<b>Yes</b>	<b>No</b>
1			
2	B. VA 1-938-072 (Exhibit 23)	<u>X</u>	
3			
4	If yes, was it	Willful	Non-willful
5		<u>X</u>	
6			
7		<b>Yes</b>	<b>No</b>
8			
9	C. VA 1-938-067 (Exhibit 24)		<u>X</u>
10			
11	If yes, was it	Willful	Non-willful
12			
13			
14		<b>Yes</b>	<b>No</b>
15			
16	D. VA 1-938-116 (Exhibit 25)		<u>X</u>
17			
18	If yes, was it	Willful	Non-willful
19			
20		<b>Yes</b>	<b>No</b>
21			
22	E. VA 1-938-122 (Exhibit 26)	<u>X</u>	
23			
24	If yes, was it	Willful	Non-willful
25		<u>X</u>	
26			
27			
28			

		<b>Yes</b>	<b>No</b>
1			
2	F. VA 1-938-118 (Exhibit 27)		<u>X</u>
3			
4	If <b>yes</b> , was it	Willful	Non-willful
5		_____	_____
6		_____	_____
7	Proceed to question 5.		
8			
9	5. If you answered “Willful,” Non-willful,” or “Innocent” to any Lamp		
10	Design in question 2, what is the amount of statutory damages that Plaintiff Anthony		
11	California, Inc. is entitled to recover from Chien Tsai Tsai and/or Chien Ho Tsai?		
12	Note: The statutory range for damages are as follows:		
13	-Willful infringement: \$750 - \$150,000 <b>per</b> Lamp Design		
14	-Non-willful infringement: \$750-\$30,000 <b>per</b> Lamp Design		
15	-Innocent infringement: \$200-\$30,000 <b>per</b> Lamp Design.		
16			
17		<b>Chien Tsai Tsai</b>	<b>Chien Ho Tsai</b>
18		Amount:	Amount:
19	A. VA 1-938-070 (Exhibit 22)	\$ <u>0</u>	\$ <u>0</u>
20			
21	B. VA 1-938-072 (Exhibit 23)	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>
22			
23	C. VA 1-938-067 (Exhibit 24)	\$ <u>0</u>	\$ <u>0</u>
24			
25	D. VA 1-938-116 (Exhibit 25)	\$ <u>0</u>	\$ <u>0</u>
26			
27			
28			

E. VA 1-938-122      \$ 7,576.18      \$ 7,576.18  
(Exhibit 26)

F. VA 1-938-118 \$ 0 \$ 0  
(Exhibit 27)

Total \$ 30,304.72

# MISAPPROPRIATION OF TRADE SECRET

1. Was Anthony California, Inc. the owner of confidential customer, inventory, sales, pricing, and product data (collectively “Confidential Information”) housed on Anthony California’s secure website via unique login identification numbers?

X Yes No

If your answer to question 1 is “yes,” then answer question 2. If you answered “no,” proceed directly to page 12.

2. Was this Confidential Information secret at the time of the alleged misappropriation?

X Yes No

If your answer to question 2 is “yes,” then answer question 3. If you answered “no,” proceed directly to page 12.

3. Did this Confidential Information have actual or potential independent economic value because they were secret?

X Yes No

If your answer to question 3 is “yes,” then answer question 4. If you answered “no,” proceed directly to page 12.

4. Did Anthony California, Inc. make reasonable efforts under the circumstances to keep the Confidential Information secret?

1                     Yes                                      No

2 If your answer to question 4 is “yes,” then answer question 5. If you answered “no,”  
3 proceed directly to page 12.

5  
6                5. Did Defendants acquire, use or disclose the trade secrets by improper  
means?

8                     Yes                                      No

9 If your answer to question 5 is “yes,” then answer question 6. If you answered “no,”  
10 proceed directly to page 12.

11  
12                6. Was Defendants’ improper acquisition, use, or disclosure of the  
13 Confidential Information a substantial factor in causing Anthony California, Inc.  
14 harm?

16                                      Yes                     No

17 If your answer to question 6 is “yes,” then answer question 7. If you answered “no,”  
18 proceed directly to page 12.

19  
20                7. Did Defendants act willfully and maliciously so as to justify an award of  
21 punitive damages?

23                                      Yes                                      No

25 Proceed to question 8.

1       8. What are ANTHONY CALIFORNIA, INC.'s damages?

2       • Past economic loss

3                   lost earnings \$ \_\_\_\_\_

5                   lost profits \$ \_\_\_\_\_

6                   other past economic loss \$ \_\_\_\_\_

7                   Total Past Economic Damages: \$ \_\_\_\_\_

8       • Future economic loss

10                  lost earnings \$ \_\_\_\_\_

11                  lost profits \$ \_\_\_\_\_

12                  other future economic loss \$ \_\_\_\_\_

13                  Total Future Economic Damages: \$ \_\_\_\_\_

16                  TOTAL \$ \_\_\_\_\_

# **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

1. Did Anthony California, Inc. and 1) American Furniture Warehouse, and/or 2) Raymour & Flanigan have an economic relationship that probably would have resulted in an economic benefit to Anthony California, Inc.?

X Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer to question 1 is “yes,” then answer question 2. If you answered “no,” proceed directly to page 15

2. Did Defendants know of the relationship?

X Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer to question 2 is “yes,” then answer question 3. If you answered “no,” proceed directly to page 15

3. Did Defendants 1) manufacture and sell infringing products and  
gfully deprive Anthony California of its sales, and/or 2) intentionally delay  
ment of Anthony California products to disrupt these economic relationships?

X Yes No

If your answer to question 3 is “yes,” then answer question 4. If you answered “no,” proceed directly to page 15.

1        4. By engaging in this conduct, did Defendants intend to disrupt the  
2 relationships or know that disruption of the relationships was certain or substantially  
3 certain to occur?

4         Yes                          No

5        If your answer to question 4 is “yes,” then answer question 5. If you answered “no,”  
6 proceed directly to page 15.

9        5. Was the relationship disrupted?

10         Yes                          No

11        If your answer to question 5 is “yes,” then answer question 6. If you answered “no,”  
12 proceed directly to page 15.

14        6. Was Defendants’ conduct a substantial factor in causing harm to  
15 Anthony California, Inc.?

17         Yes                          No

18        If your answer to question 6 is “yes,” then answer question 7. If you answered “no,”  
19 proceed directly to page 15.

22        7. What are Anthony California, Inc.’s damages?

23        • Past economic loss

24        lost earnings \$ \_\_\_\_\_

25        lost profits \$ 191,070.68 \_\_\_\_\_

27        other past economic loss \$ \_\_\_\_\_

1 Total Past Economic Damages: \$ 191,070.68

2 • Future economic loss

3 lost earnings \$ \_\_\_\_\_

4 lost profits \$ 95,535.34

5 other future economic loss\$ \_\_\_\_\_

6 Total Future Economic Damages: \$ 95,535.34

7 • Past noneconomic loss, including mental suffering: \$ \_\_\_\_\_

8 • Future noneconomic loss, including mental suffering: \$ \_\_\_\_\_

9 TOTAL \$ 286,606.02

10  
11  
12 TWO HUNDRED EIGHTY-SIX THOUSAND, SIX HUNDRED AND  
13 SIX AND 02/100 DOLLARS.

## **BREACH OF CONTRACT: BOOK ACCOUNT**

1. Did you find that Anthony California, Inc. and Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd., and Interest Plus Investments Limited Fire Power had financial transactions?

X Yes \_\_\_\_\_ No \_\_\_\_\_

Proceed to question 2.

2. Did you find that Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd., and Interest Plus Investments Limited kept an account of the debits and credits involved in the transactions?

X Yes No

If your answer to question 2 is “yes,” then answer question 3. If you answered “no,” proceed directly to page 16.

3. Did you find that Anthony California, Inc. owes Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd., and/or Interest Plus Investments Limited money on the account?

X Yes No

If your answer to question 3 is “yes,” then answer question 4. If you answered “no,” proceed directly to page 16.

4. The amount of money owed by Anthony California, Inc. is:

\$ 75,761.80

In accordance with the special verdict of the jury and the opinion of the Court,  
**IT IS ORDERED, ADJUDGED, and DECREED** that:

3       1. Plaintiff, Anthony California, Inc., recover the sum of \$75,761.80  
4 against Defendants, Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co.,  
5 Ltd., Interest Plus Investments Limited, Chien Tsai Tsai, and Chien Ho Tsai, as set  
6 forth above, for statutory damages for Copyright Infringement;

7       2. Plaintiff, Anthony California, Inc., recover the sum of \$286,606.02  
8 against Defendants, Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co.,  
9 Ltd., Interest Plus Investments Limited, Chien Tsai Tsai, and Chien Ho Tsai, jointly  
10 and severally, as compensatory damages for Intentional Interference with  
11 Prospective Economic Advantage;

12 3. Counter-Claimants, Fire Power Co., Ltd., New Bright Jet Lighting  
13 (Shenzhen) Co., Ltd., Interest Plus Investments Limited, recover the sum of  
14 \$75,761.80 against Counter-Defendant, Anthony California, Inc., as amount owed  
15 on open book account;

16       4.       The award of statutory damages for Copyright Infringement and  
17 amount owed on open book account shall offset;

18 5. The sums awarded by this court as compensatory damages bear post-  
19 judgment interest from the date this judgment is entered until it is paid; and

20 6. Plaintiff recover its taxable costs of suit in this matter as taxed by the  
21 Clerk under the provisions of Rule 58.

24 | DATED: May 31, 2018

Honorable Jesus G. Bernal  
UNITED STATES DISTRICT JUDGE